

URBAN/MUNICIPAL

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89T31

Agreement - Ivor Wynne Stadium

Hamilton Tiger Cat Football Club



Corporation of the City of Hamilton
Memorandum

URBAN MUNICIPAL

PRIVATE & CONFIDENTIAL

MAR 10 1989

TO: Mayor R. Morrow and Members of Council
Attention: Mr. E. A. Simpson, City Clerk

YOUR FILE: GOVERNMENT DOCUMENTS

FROM: P.R.A. Hooker
Acting City Solicitor

OUR FILE: 1-59.12

SUBJECT: Agreement - Ivor Wynne Stadium -
Hamilton Tiger Cat Football Club

DATE: 1989 February 21

On Tuesday, February 14, 1989, a special meeting of City Council was held at 7:00 p.m. respecting the above-noted matter. Our Department was in attendance at that time. We were provided at approximately 4:00 p.m. with a draft of the resolution that was considered at that meeting.

At the meeting, we were not given ample opportunity to raise all of our concerns, being largely limited to responses to specific questions. The purpose of this memorandum is to officially confirm our earlier, oral advice of February 14, 1989 and the implications thereof.

However, we were at the meeting and were able to convey to the Council that this agreement is illegal. In particular, the agreement is contrary to section 112 of The Municipal Act which provides:

"112 (1) Notwithstanding any general or special Act, a council shall not assist directly or indirectly any manufacturing business or other industrial or commercial enterprise through the granting of bonuses in aid thereof, and, without restricting the generality of the foregoing, the council shall not grant assistance by,

- (a) giving or lending any property of the municipality, including money;
- (b) guaranteeing borrowing;
- (c) leasing or selling any property of the municipality at below fair market value;

- (d) giving a total or partial exemption from any levy, charge or fee."

The effect of this illegality is as follows:

- 1) the contract is unenforceable,
- 2) any ratepayer may bring an action to have the contract set aside,
- 3) the illegalities are sufficiently clear here that a ratepayer might bring an action personally against any Alderman who voted in favour of this resolution. As our Mr. Roszell explained to the Council, the Council members are trustees of municipal assets and must deal with same in a reasonable and prudent manner having regard to all of the circumstances which, he pointed out, included, in this case:
 - a) the City was, prior to this proposal, already carrying a debt load of some \$460,000 per annum in respect of improvements at Ivor Wynne Stadium, related to its use by the Ti-Cats (see City Treasurer's January 20, 1989 memo, copy attached). With nominal rent, this amount will be increased by \$300,000 (the amount formerly paid by the Ti-Cats);
 - b) the precarious financial state of the league and,
 - c) the value of the proposed improvements (scoreboard, concession equipment and billboards) should the league not play.

As a general matter, we also advised the Council that the recommendation in its current form (copy attached) was incomplete and a contract would be extremely difficult to draft as to proper parties, specific terms, etc. and further instructions will be required.

Our specific concerns are set out below in order of the numbered paragraphs of the resolution:

- I. We do not yet know with whom the City is contracting. The phrase "Mr. D.O. Braley in trust for a corporation yet to be incorporated" indicates that the contract is not actually with Mr. Braley but either with Mr. Braley and a group of others or a corporation yet to be incorporated. The phrase "without personal liability" means exactly what it says, namely, that any contract entered into with D.O. Braley, in trust, will be without any personal liability on Mr. Braley's part.

The phrase "...and his acquisition of the Hamilton Tiger Cat Football Club" is inapplicable. In particular, the City cannot enter into a contract for Mr. Braley's acquisition of the Club insofar as the City has no legal interest in that Club.

The nature of the corporation is crucial to considerations of the relevant sections of the Municipal Act. As we pointed out, a commercial venture is subject to section 112 and a non-profit organization may, depending upon its letters patent, be governed by section 113.

In the private meeting, it was suggested that the term of this Contract was to be for 3 years, since Council cannot make any financial commitment beyond its term without O.M.B. approval. In its present form, this Agreement is open-ended and as such requires O.M.B. approval.

- II. As we explained at the meeting, Mr. Ballard (of Maple Leaf Gardens, Limited) cannot have it both ways. In particular, Mr. Ballard cannot on the one hand claim he is making a donation in kind (of the scoreboard and the clock) in the amount of \$700,000.00 and thereby claim a tax receipt from the City for that amount (\$700,000.00) and then, on the other hand, say (in paragraph #3) that "in return", the City will forgive all of the indebtedness of Maple Leaf Gardens, Ltd. (respecting Ivor Wynne Stadium and the two golf courses).

If this matter proceed on the basis of items 2 and 3 of the Council resolution, such forgiveness of debt would be contrary to Section 112 of The Municipal Act, regardless of the corporate status of the new owners, because the debt was incurred by a commercial enterprise.

Attached, is a copy of the report dated February 15, 1989 from E.C. Matthews, City Treasurer, to the Mayor concerning item number 2. Although our Department was advised on February 15 that some announcement would be made later that day, we were not present at the press conference nor were we requested to attend. We did not, therefore, prior to the press conference, provide any comments as to the effect of this announcement and our comments are as follows:

- 1) There appears to be no actual payment yet ("...prepared to assign...").
- 2) The Treasurer must confirm the amounts owing to the City by Maple Leaf Gardens for the use of Ivor Wynne Stadium and for the two golf courses.

- 3) In respect of the scoreboard and concession equipment:
- a) the City must receive an expert independent appraisal of the value, including the value should the C.F.L. not play this year;
 - b) the equipment must be free and clear of all liens and encumbrances;
 - c) the equipment must be certified to be in working order.
 - d) This proposal should be fully explored immediately with Revenue Canada by the City's auditors to avoid possible come-backs.

III. (See Paragraph number II. above, same comments apply.)

IV. This provision (\$1.00/year rent, plus all concessions and advertising rights) is clearly prohibited by Section 112(1)(c) of the Municipal Act which prohibits:

"(c) leasing or selling any property of the municipality at below fair market value".

The suggestion that the City of Ottawa has done the same thing may be misleading. In particular, we attempted to obtain the terms of the Ottawa Lease prior to Council's decision, but only received that information late Friday, February 17, 1989.

The Deputy City Solicitor for the City of Ottawa advised Mr. Roszell that:

- a) the City entered into a long-term lease with the Football Club to recoup the City's costs in renovating the Stadium for use by the Football Club;
- b) Council has not yet dealt with the matter, but Committee agreed to amend the lease such that the Club will not pay any rent, provided:
 - i) the Club repay its outstanding debt "quickly";
 - ii) the City receive revenue from the Concessions which is expected to equal the costs to the City of operating the Stadium;
 - iii) plus 15% of the net gate receipts at Club games;

In other words, the City of Ottawa, while receiving no rent per se, is, by receipt of various other revenues, at least "breaking even".

Without commenting as to whether that alone would satisfy the requirements of Section 112, the point is that the City of Hamilton is not, in any way, "breaking even" with this transaction. In particular:

- a) no money will be received for use of the stadium, operation of the concessions, or the advertising;
- b) the City is, in paragraph 5(c), committing itself to over \$1,000,000.00 (3 x \$300,000 + \$125,000) "...for the purpose of helping to reduce the deficit".
- c) as explained by us at the private Council meeting, the City is currently carrying a debt load for improvements directly attributable to the use of the Ivor Wynne Stadium by the Tiger Cats of three-quarters of a million dollars per annum (see Mr. Matthews' memo dated January 26, 1989).

V. The statement that the City "...actively participate in the reduction of the deficit of the Hamilton Tiger Cat Football Club..." again confirms that the agreement is on its face illegal. Concerning each of the sub-clauses thereunder, we comment as follows:

- a) The H.E.C.F.I. facilities are operated, pursuant to legislation, by the H.E.C.F.I. Board. The City has no authority to fetter that Board's discretion as to management, use and operation of H.E.C.F.I. facilities. In any event, H.E.C.F.I., although an independent corporation, may itself be subject to section 112, such that, unless "reasonable rates" means fair market value, this provision is also contrary to section 112 of the Municipal Act.
- b) As we explained at the meeting, the City, as the licensing and regulatory authority, is here fettering its discretion and putting itself in a conflict of interest position. Secondly, licences for the type of bingo being considered are only issued rarely. Thirdly, a bingo must be done for a charitable purpose. Otherwise, bingos are illegal.
- c) (See Number IV. above). In this regard, we would emphasize that any such promotional schemes, etc. done outside of Ontario are irrelevant insofar as none of the other Canadian provinces with C.F.L. teams have legislation similar to Section 112 of The Municipal Act.

in which work is the City of Ottawa, which is the only
city in the world which has a separate department of
transportation.

With regard to the question of whether the City of Ottawa
should have a separate department of transportation, the
Commissioner of the City of Ottawa has stated that the
City of Ottawa is not in any way "backward" with
regard to transportation. In fact, the City of Ottawa
is one of the most advanced cities in the world with
regard to transportation.

a) The City of Ottawa is one of the most advanced cities
in the world with regard to transportation. In fact,
the City of Ottawa is one of the most advanced cities
in the world with regard to transportation.

b) The City of Ottawa is one of the most advanced cities
in the world with regard to transportation. In fact,
the City of Ottawa is one of the most advanced cities
in the world with regard to transportation.

c) The City of Ottawa is one of the most advanced cities
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one of the most advanced cities in the world with
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in the world with regard to transportation.

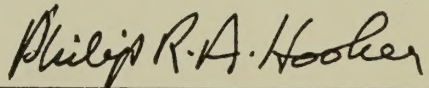
- d) the terms "operating profit and/or capital gain" are not defined.

Even if the City's financial contribution was in future repaid, this does not make the arrangement legal for the purposes of section 112, since the club would then be making a profit, yet only paying \$1.00 per year rent from the outset.

- VI. The term "as soon as is practical" is not defined and may well mean "never". As we explained, the corporate status of the Club owner is very significant to determine compliance with the Municipal Act. The Club is currently a commercial enterprise and accordingly, the transaction is contrary to The Municipal Act.
- VII. This is standard business practice and although it is obviously essential, it does not in any way overcome the above mentioned difficulties.

This is not an exhaustive review but highlights the most significant difficulties we currently perceive. Because of the above-mentioned problems, our Department cannot act on behalf of the City in this transaction. As lawyers, we are bound by the Code of Professional Conduct of the L.S.U.C.. In particular, having expressed the view that this Agreement is illegal, we cannot now assist in its preparation or implementation. It will be necessary for the City to seek outside Counsel to deal with this matter and any ratepayer's action should one arise.

PRAH:sr/ed
atths.



P.R.A. Hooker
Acting City Solicitor

11. The terms "operating" and "operating" are not defined.

Even if the City's financial statements are to reflect this data and are not necessarily subject to the provisions of section 11, it is the City's duty to follow a practice, not only paying \$1.00 per year but also the interest.

12. The term "operating" is not defined and may well mean "operating". As we pointed out, the City's financial statements are not subject to the provisions of section 11, but the City is subject to the provisions of section 11. The City is subject to the provisions of section 11, but the City is not subject to the provisions of section 11.

13. This is a separate matter. It is not a matter of the City's duty to follow a practice, not only paying \$1.00 per year but also the interest.

This is not an abstract review but a review of the City's financial statements. The City's financial statements are not subject to the provisions of section 11, but the City is subject to the provisions of section 11. The City is subject to the provisions of section 11, but the City is not subject to the provisions of section 11.

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FOR INFORMATION

REPORT TO: His Worship the Mayor and
Members of City Council

FROM: Mr. E. C. Matthews
Treasurer

DATE: 1989 February 15
COMM FILE:
DEPT FILE:

SUBJECT: \$700,000 PAYMENT-RECEIPT WITH MAPLE LEAF GARDENS

RECEIVED

FEB 15 1989

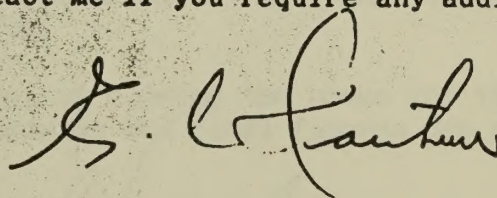
BACKGROUND:

LEGAL DEPARTMENT
THE CORPORATION OF
THE CITY OF HAMILTON

I have received confirmation today (February 15) that Maple Leaf Gardens are prepared to assign the \$340,000 to the 1988 rent for Ivor Wynne Stadium and the 1988 concession revenue and to receive an income tax receipt for \$360,000 represented by the difference between the \$700,000 total payment and \$340,000.

As you may recall at the meeting last night Mr. Braley indicated he would attempt to arrange for the \$700,000 payment to the City to be distributed in this manner and he was successful in this endeavour.

Please do not hesitate to contact me if you require any additional information.



c.c. Mr. J. Donald Crump, Maple Leaf Gardens Limited
Mr. David Braley

FOR INFORMATION

REPORT TO: His Majesty the King and
Governor of City Council

FROM: Mr. E. G. Bennett
Treasurer

SUBJECT: THE BUDGETARY DEFICIT FOR THE YEAR 1934-35

REFERENCE

I have pleasure in submitting to you today a statement of the Budgetary Deficit for the year 1934-35. The deficit for the year 1934-35 is estimated at £10,000. This deficit is the result of the increase in the cost of the services rendered by the Council and the decrease in the revenue received by the Council.

As you may recall, at the meeting held on the 12th of December, 1934, the Council decided to increase the rates for the year 1935-36. This decision was based on the estimate of the deficit for the year 1934-35.

Please do not hesitate to contact me at any time if you require any further information.

E. G. Bennett

cc. Mr. J. Donald Gray, Mayor, City Council
Mr. David Smith

Corporation of the City of Hamilton

Memorandum

RECEIVED

1-59.12

JAN 25 1989

TO: Mr. K. A. Rouff
City Solicitor
Attention: Mr. R. Roszell

FROM: Mr. E. C. Matthews
Treasurer

LEGAL DEPARTMENT
THE CORPORATION OF
HAMILTON
PHONE: 526-4523

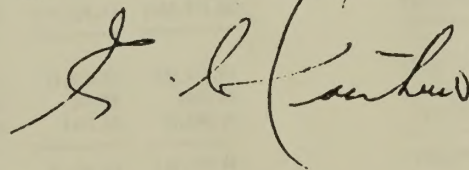
SUBJECT: Ivor Wynne Stadium

DATE: 1989 January 26

Further to your letter of January 26, 1989, I am attaching a statement summarizing the revenues and expenditures applicable to the operation of Maple Leaf Gardens Ltd. at various City facilities for the year 1987. You will note that the first column shows a total deficit from the operation of the Hamilton Tiger Cat Football Club at Ivor Wynne Stadium of \$461,926, including debt charges for capital projects since 1980 which have been incurred by the City.

Also attached, is an analysis of the revenues and expenditures at Ivor Wynne and Brian Timmis Stadium for the year 1987 which have been allocated to the Tiger Cats and other users. Please note that the revenues have been recorded on an actual basis while the expenditures have been allocated on the basis of 50% to the Tiger Cats and 50% to other users. You may wish to consult with the Director of Public Works to ensure that he is satisfied with this method of apportioning operational costs. The Director of Culture and Recreation should also be able to provide you with any further details you may require relating to the capital projects since 1980 which have been charged to the Tiger Cat operation at Ivor Wynne Stadium.

We are presently in the process of closing the books for 1988 and I will update these statements for you as soon as the final figures are available.



TWD: jc
Att'd

c.c. Mr. Lou Sage, Chief Administrative Officer
Miss A. Schimmel, Director of Culture and Recreation
Mr. J. Pavelka, Director of Public Works

Commission of the City of New York

MEMORANDUM

OFFICE OF THE
COMMISSIONER

TO: THE COMMISSIONER
FROM: THE DEPUTY COMMISSIONER
SUBJECT: [Illegible]
DATE: [Illegible]

Reference is made to your letter of January 15, 1935, in which you requested a statement regarding the proposed and suggested regulations for the control of the use of the City of New York's public buildings for the purpose of the City of New York's public buildings. The City of New York's public buildings are those buildings which are owned by the City of New York and which are used for the purpose of the City of New York's public buildings.

Also attached are the minutes of the meeting of the Commission on January 15, 1935, and the minutes of the meeting of the Commission on January 16, 1935. The minutes of the meeting of the Commission on January 15, 1935, show that the Commission has decided to recommend to the City of New York's Board of Estimate and Finance that the City of New York's public buildings be controlled by the City of New York's Board of Estimate and Finance. The minutes of the meeting of the Commission on January 16, 1935, show that the Commission has decided to recommend to the City of New York's Board of Estimate and Finance that the City of New York's public buildings be controlled by the City of New York's Board of Estimate and Finance.

We are pleased to be present in the presence of the City of New York's Board of Estimate and Finance on January 15, 1935, and we are pleased to be present in the presence of the City of New York's Board of Estimate and Finance on January 16, 1935.

[Handwritten signature]

DEPT. OF
CITY OF NEW YORK

Mr. J. [Illegible], Chief Clerk of the City of New York
Mr. A. [Illegible], Director of the City of New York
Mr. J. [Illegible], Director of the City of New York

City of Hamilton
Treasury

Summary of revenues and expenditures for
Ivor Wynne and Orlen Tiams Stadium
for the year 1987

		Estimated revenue & expenditures				
Account	Description	Ivor Wynne	Brian Tiams /other	Total	(PORTION APPLICABLE TO TIGER CATS)	(PORTION APPLICABLE TO OTHER USERS)
REVENUES						
0309-80						\$0.00
01	Tiger cats	\$302,267.00		\$302,267.00	\$302,267.00	\$0.00
03	soccer	\$15,420.00		\$15,420.00		\$15,420.00
04	Football	\$16,105.00		\$16,105.00		\$16,105.00
05	Special events	\$4,047.00		\$4,047.00		\$4,047.00
						\$47,890.00
0311-0713	Enclosed fields & stadium		\$47,890.00	\$47,890.00		\$47,890.00
0311-1001	Concessions-Non-C.F.L. events	\$10,820.59	\$1,909.51	\$12,730.10		\$12,730.10
0302	Taxation revenues					\$0.00
	Refreshment area	\$8,740.43		\$8,740.43	\$8,740.43	\$0.00
	Club house	\$6,555.90		\$6,555.90		
	Total revenue	\$327,955.92	\$49,799.51	\$377,755.43	\$377,563.33	\$96,192.10
EXPENDITURES						
0364-15	Stadium clean up					\$57,050.03
01	Salaries wages & benefits	\$69,370.20	\$44,729.86	\$114,100.06	\$57,050.03	\$57,050.03
02	Temporary help	\$6,316.06	\$1,114.60	\$7,430.66	\$7,715.33	\$7,715.33
23	Operating supplies	\$618.35	\$109.12	\$727.47	\$363.74	\$363.74
85	Rental operating equipment	\$450.50	\$545.30	\$995.80	\$497.90	\$497.90
						\$61,627.00
		\$76,755.11	\$46,498.88	\$123,253.99	\$61,627.00	
-16	Stadium maintenance and repairs					\$122,677.98
01	Salaries, wages, & benefits	\$137,694.90	\$107,661.06	\$245,355.96	\$122,677.98	\$122,677.98
19	Contractual services	\$13,024.07	\$2,298.36	\$15,322.43	\$7,661.22	\$7,661.22
20	Security	\$1,404.95	\$262.05	\$1,747.00	\$873.50	\$873.50
23	Operating supplies	\$29,841.50	\$29,841.49	\$59,682.99	\$29,841.50	\$29,841.50
31	Repairs & maintenance-equipment				\$0.00	\$0.00
42	Insurance	\$2,376.60	\$419.40	\$2,796.00	\$1,398.00	\$1,398.00
85	Rental of operating equip-city own	\$20,363.45	\$27,080.75	\$47,444.20	\$23,722.10	\$23,722.10
88	Rental of operating equip-non city	\$616.25		\$616.25	\$308.13	\$308.13
		\$205,401.72	\$167,563.11	\$372,964.83	\$186,482.42	\$186,482.42
-17	Stadium operations					\$0.00
01	Salaries wages & benefits	\$68,401.20	\$54,699.20	\$123,100.40	\$61,550.20	\$61,550.20
11	Telephones	\$2,269.03	\$400.42	\$2,669.45	\$1,334.73	\$1,334.73
13	Water & sewer surcharge	\$18,334.29	\$3,235.46	\$21,569.75	\$10,784.88	\$10,784.88
14	Power	\$73,112.52	\$13,008.09	\$86,120.61	\$43,360.31	\$43,360.31
15	Fuel	\$27,021.29	\$4,768.46	\$31,789.75	\$15,894.88	\$15,894.88
19	Contractual services	\$11,882.40	\$2,096.89	\$13,979.29	\$6,989.65	\$6,989.65
21	Security services	\$415.79	\$73.37	\$489.16	\$244.58	\$244.58
23	Operating supplies	\$255.38	\$45.07	\$300.45	\$150.23	\$150.23
		\$202,291.89	\$78,326.97	\$280,618.86	\$140,309.43	\$140,309.43
0328-46	Repairs & maintenance-stadium					\$0.00
33	Buildings	\$28,409.24	\$5,013.40	\$33,422.64	\$16,711.32	\$16,711.32
34	Contractual	\$238.00	\$42.00	\$280.00	\$140.00	\$140.00
36	Various	\$2,125.00	\$375.00	\$2,500.00	\$1,250.00	\$1,250.00
		\$30,772.24	\$5,430.40	\$36,202.64	\$18,101.32	\$18,101.32
0367-01	Programming-Employee benefits	\$12,665.13		\$12,665.13	\$6,332.57	\$6,332.57
0377-2898	Provision for maintenance	\$75,000.00		\$75,000.00	\$37,500.00	\$37,500.00
						\$450,352.73
	Total expenditures	\$602,886.09	\$297,819.36	\$900,705.45	\$450,352.73	\$450,352.73
	Operating surplus/deficit	(\$27,930.17)	(\$248,019.85)	(\$275,950.02)	(\$122,789.39)	(\$354,160.63)

NOTE: BASED ON TIME USAGE IN THIS FACILITY, 50% OF EXPENDITURES HAVE BEEN ALLOCATED TO THE TIGER CATS AND 50% TO OTHER USERS

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637

Author		Title		Date	
A. B. C.		123456789		1999	
D. E. F.		987654321		2000	
G. H. I.		210987654		2001	
J. K. L.		321098765		2002	
M. N. O.		432109876		2003	
P. Q. R.		543210987		2004	
S. T. U.		654321098		2005	
V. W. X.		765432109		2006	
Y. Z. A.		876543210		2007	
B. C. D.		987654321		2008	
E. F. G.		109876543		2009	
H. I. J.		210987654		2010	
K. L. M.		321098765		2011	
N. O. P.		432109876		2012	
Q. R. S.		543210987		2013	
T. U. V.		654321098		2014	
W. X. Y.		765432109		2015	
Z. A. B.		876543210		2016	
C. D. E.		987654321		2017	
F. G. H.		109876543		2018	
I. J. K.		210987654		2019	
L. M. N.		321098765		2020	
O. P. Q.		432109876		2021	
R. S. T.		543210987		2022	
U. V. W.		654321098		2023	
X. Y. Z.		765432109		2024	
A. B. C.		876543210		2025	
D. E. F.		987654321		2026	
G. H. I.		109876543		2027	
J. K. L.		210987654		2028	
M. N. O.		321098765		2029	
P. Q. R.		432109876		2030	
S. T. U.		543210987		2031	
V. W. X.		654321098		2032	
Y. Z. A.		765432109		2033	
B. C. D.		876543210		2034	
E. F. G.		987654321		2035	
H. I. J.		109876543		2036	
K. L. M.		210987654		2037	
N. O. P.		321098765		2038	
Q. R. S.		432109876		2039	
T. U. V.		543210987		2040	
W. X. Y.		654321098		2041	
Z. A. B.		765432109		2042	
C. D. E.		876543210		2043	
F. G. H.		987654321		2044	
I. J. K.		109876543		2045	
L. M. N.		210987654		2046	
O. P. Q.		321098765		2047	
R. S. T.		432109876		2048	
U. V. W.		543210987		2049	
X. Y. Z.		654321098		2050	
A. B. C.		765432109		2051	
D. E. F.		876543210		2052	
G. H. I.		987654321		2053	
J. K. L.		109876543		2054	
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P. Q. R.		321098765		2056	
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V. W. X.		543210987		2058	
Y. Z. A.		654321098		2059	
B. C. D.		765432109		2060	
E. F. G.		876543210		2061	
H. I. J.		987654321		2062	
K. L. M.		109876543		2063	
N. O. P.		210987654		2064	
Q. R. S.		321098765		2065	
T. U. V.		432109876		2066	
W. X. Y.		543210987		2067	
Z. A. B.		654321098		2068	
C. D. E.		765432109		2069	
F. G. H.		876543210		2070	
I. J. K.		987654321		2071	
L. M. N.		109876543		2072	
O. P. Q.		210987654		2073	
R. S. T.		321098765		2074	
U. V. W.		432109876		2075	
X. Y. Z.		543210987		2076	
A. B. C.		654321098		2077	
D. E. F.		765432109		2078	
G. H. I.		876543210		2079	
J. K. L.		987654321		2080	
M. N. O.		109876543		2081	
P. Q. R.		210987654		2082	
S. T. U.		321098765		2083	
V. W. X.		432109876		2084	
Y. Z. A.		543210987		2085	
B. C. D.		654321098		2086	
E. F. G.		765432109		2087	
H. I. J.		876543210		2088	
K. L. M.		987654321		2089	
N. O. P.		109876543		2090	
Q. R. S.		210987654		2091	
T. U. V.		321098765		2092	
W. X. Y.		432109876		2093	
Z. A. B.		543210987		2094	
C. D. E.		654321098		2095	
F. G. H.		765432109		2096	
I. J. K.		876543210		2097	
L. M. N.		987654321		2098	
O. P. Q.		109876543		2099	
R. S. T.		210987654		2100	
U. V. W.		321098765		2101	
X. Y. Z.		432109876		2102	
A. B. C.		543210987		2103	
D. E. F.		654321098		2104	
G. H. I.		765432109		2105	
J. K. L.		876543210		2106	
M. N. O.		987654321		2107	
P. Q. R.		109876543		2108	
S. T. U.		210987654		2109	
V. W. X.		321098765		2110	
Y. Z. A.		432109876		2111	
B. C. D.		543210987		2112	
E. F. G.		654321098		2113	
H. I. J.		765432109		2114	
K. L. M.		876543210		2115	
N. O. P.		987654321		2116	
Q. R. S.		109876543		2117	
T. U. V.		210987654		2118	
W. X. Y.		321098765		2119	
Z. A. B.		432109876		2120	
C. D. E.		543210987		2121	
F. G. H.		654321098		2122	
I. J. K.		765432109		2123	
L. M. N.		876543210		2124	
O. P. Q.		987654321		2125	
R. S. T.		109876543		2126	
U. V. W.		210987654		2127	
X. Y. Z.		321098765		2128	
A. B. C.		432109876		2129	
D. E. F.		543210987		2130	
G. H. I.		654321098		2131	
J. K. L.		765432109		2132	
M. N. O.		876543210		2133	
P. Q. R.		987654321		2134	
S. T. U.		109876543		2135	
V. W. X.		210987654		2136	
Y. Z. A.		321098765		2137	
B. C. D.		432109876		2138	
E. F. G.		543210987		2139	
H. I. J.		654321098		2140	
K. L. M.		765432109		2141	
N. O. P.		876543210		2142	
Q. R. S.		987654321		2143	
T. U. V.		109876543		2144	
W. X. Y.		210987654		2145	
Z. A. B.		321098765		2146	
C. D. E.		432109876		2147	
F. G. H.		543210987		2148	
I. J. K.		654321098		2149	
L. M. N.		765432109		2150	
O. P. Q.		876543210		2151	
R. S. T.		987654321		2152	
U. V. W.		109876543		2153	
X. Y. Z.		210987654		2154	
A. B. C.		321098765		2155	
D. E. F.		432109876		2156	
G. H. I.		543210987		2157	
J. K. L.		654321098		2158	
M. N. O.		765432109		2159	
P. Q. R.		876543210		2160	
S. T. U.		987654321		2161	
V. W. X.		109876543		2162	
Y. Z. A.		210987654		2163	
B. C. D.		321098765		2164	
E. F. G.		432109876		2165	
H. I. J.		543210987		2166	
K. L. M.		654321098		2167	
N. O. P.		765432109		2168	
Q. R. S.		876543210		2169	
T. U. V.		987654321		2170	
W. X. Y.		109876543		2171	
Z. A. B.		210987654		2172	
C. D. E.		321098765		2173	
F. G. H.		432109876		2174	
I. J. K.		543210987		2175	
L. M. N.		654321098		2176	
O. P. Q.		765432109		2177	
R. S. T.		876543210		2178	
U. V. W.		987654321		2179	
X. Y. Z.		109876543		2180	
A. B. C.		210987654		2181	
D. E. F.		321098765		2182	
G. H. I.		432109876		2183	
J. K. L.		543210987		2184	
M. N. O.		654321098		2185	
P. Q. R.		765432109		2186	
S. T. U.		876543210		2187	
V. W. X.		987654321		2188	
Y. Z. A.		109876543		2189	
B. C. D.		210987654		2190	
E. F. G.		321098765		2191	
H. I. J.		432109876		2192	
K. L. M.		543210987		2193	
N. O. P.		654321098		2194	
Q. R. S.		765432109		2195	
T. U. V.		876543210		2196	
W. X. Y.		987654321		2197	
Z. A. B.		109876543		2198	
C. D. E.		210987654		2199	
F. G. H.		321098765		2200	
I. J. K.		432109876		2201	
L. M. N.		543210987		2202	
O. P. Q.		654321098		2203	
R. S. T.		765432109		2204	
U. V. W.		876543210		2205	
X. Y. Z.		987654321		2206	
A. B. C.		109876543		2207	
D. E. F.		210987654		2208	
G. H. I.		321098765		2209	
J. K. L.		432109876		2210	
M. N. O.		543210987		2211	
P. Q. R.		654321098		2212	
S. T. U.		765432109		2213	
V. W. X.		876543210		2214	
Y. Z. A.		987654321		2215	
B. C. D.		109876543		2216	
E. F. G.		210987654		2217	
H. I. J.		321098765		2218	
K. L. M.		432109876		2219	
N. O. P.		543210987		2220	
Q. R. S.		654321098		2221	
T. U. V.		765432109		2222	
W. X. Y.		876543210		2223	
Z. A. B.		987654321		2224	
C. D. E.		109876543		2225	
F. G. H.		210987654		2226	
I. J. K.		321098765		2227	
L. M. N.		432109876		2228	
O. P. Q.		543210987		2229	
R. S. T.		654321098		2230	
U. V. W.		765432109		2231	
X. Y. Z.		876543210		2232	
A. B. C.		987654321		2233	
D. E. F.		109876543		2234	
G. H. I.		210987654		2235	
J. K. L.		321098765		2236	
M. N. O.		432109876		2237	
P. Q. R.		543210987		2238	
S. T. U.		654321098		2239	
V. W. X.		765432109		2240	
Y. Z. A.		876543210		2241	
B. C. D.		987654321		2242	
E. F. G.		109876543		2243	
H. I. J.		210987654		2244	
K. L. M.		321098765		2245	
N. O. P.		432109876		2246	
Q. R. S.		543210987		2247	
T. U. V.		654321098		2248	
W. X. Y.		765432109		2249	
Z. A. B.		876543210		2250	
C. D. E.		987654321		2251	
F. G. H.		109876543		2252	
I. J. K.		210987654		2253	
L. M. N.		321098765		2254	
O. P. Q.		432109876		2255	
R. S. T.		543210987		2256	
U. V. W.		654321098		2257	
X. Y. Z.		765432109		2258	
A. B. C.		876543210		2259	
D. E. F.		987654321		2260	
G. H. I.		109876543		2261	
J. K. L.		210987654		2262	
M. N. O.		321098765		2263	
P. Q. R.		432109876		2264	
S. T. U.		543210987		2265	
V. W. X.		654321098		2266	
Y. Z. A.		765			

Summary of Revenues and Expenditures applicable to the operations of Maple Leaf Gardens Ltd. at various City facilities for the year 1987

	Concession Agreements			
	Hamilton Tiger Cat Football Club	Ivor Hynne Stadium	Non-C.F.L. events	Kings Forest Golf Course
Total				
Rental of stadium	\$302,267		\$12,730	\$15,398
Concession fees	\$0		\$19,899	\$13,323
Taxation	\$15,296		\$6,113	
Total Revenues	\$317,563		\$26,012	\$28,721
Expenditures:	\$450,353			
Operating deficit (before considering capital costs)	(\$132,790)			

Debt charges for capital projects since 1980 directly benefiting the Hamilton Tiger Cat Football Club

1980-replacement of artificial turf	\$594,000
1986-construction of new press box	\$643,000
1987-Improvements to Tiger Cat football Club Training Facilities -	\$33,000
	\$1,270,000
Sub-total	(\$340,039)

Debt charges for other capital projects since 1980 at Ivor Hynne Stadium.

1983-Drainage to North Stands, paving, etc.	\$225,000
Repairs to South Stands & intermed. walkway	\$350,000
Repair 12 stairways, grade level to intermed. walkway of entire south stands	\$50,000
	\$625,000
Total Deficit	(\$461,926)

LEGAL
THE CITY OF HAMMILTON
JAN 14 1988

HAM. REG. CASE

89.02.14

- 1) That the City of Hamilton enter into a contract with Mr. D. O. Braley, In Trust, for a Corporation yet to be incorporated, and without personal liability, for the leasing of Ivor Wynne Stadium and his acquisition of the Hamilton Tiger-Cat Football Club and, further, that the following items be agreed upon in order to facilitate Mr. Braley's acquisition of the Hamilton Tiger-Cat Football Club:
- 2) That Maple Leaf Gardens offer to sell the scoreboard and the concession equipment at Ivor Wynne Stadium to either the City of Hamilton or the Hamilton East Kiwanis Club. The sale price to be \$500,000.00 for the scoreboard and \$200,000.00 for the concession equipment. Maple Leaf Gardens in turn will donate the sum of \$700,000.00 to either the City of Hamilton or the Hamilton East Kiwanis Club in return for a tax receipt in the said amount of \$700,000.00.
- 3) That, in return, the Corporation of the City of Hamilton issue a Release and Waiver with respect to the application of Maple Leaf Gardens for its use of Ivor Wynne Stadium and the Municipal Golf Courses owned and operated by the City of Hamilton, both with respect to the Hamilton Tiger-Cat Football Club and to the concession businesses for the year 1988 and, further, that the City release the Letter of Credit which secures these applications which was issued by Maple Leaf Gardens through the Toronto Dominion Bank.
- 4) That the City enter into an Agreement with the new owners of the Hamilton Tiger-Cat Football Club for the leasing of Ivor Wynne Stadium and the operation of the concessions at the Stadium, and to give them all advertising rights at the Stadium, including advertising on the scoreboard, for the nominal sum of \$1.00 per annum.
- 5) That the City of Hamilton actively participate in the reduction of the deficit of the Hamilton Tiger-Cat Football Club by:
 - (a) making available its facilities at reasonable rates to the Hamilton Tiger-Cat Football Club (facilities such as Copps Coliseum, and the Convention Centre), for the purpose of conducting fund-raising events.
 - (b) supporting the Provincial approval of Bingo Licences, etc., by the Hamilton Tiger-Cat Football Club, to be used for fund-raising.
 - (c) that the City participate, through the Hamilton Tiger-Cat Football Club, with the marketing, promotion, and purchase of advertising, in an amount not to exceed \$300,000.00 per annum for three (3) years 1989-1991, all for the purpose of helping to reduce the deficit.

The City will also acquire, place, and own ten billboards at a cost not to exceed \$125,000.00 to be placed in Ivor Wynne Stadium which will be used and controlled by the owners of the Hamilton Tiger-Cat Football Club.
 - (d) That in the event the Football Club is operated as a commercial venture and an operating profit is derived and/or a capital gain is realized from the sale of the franchise, the City's financial contribution must first be repaid.
- 6) That the Hamilton Tiger-Cat Football Club explore, as soon as is practical, a non-profit status for the organization.
- 7) That the financial records of the Football Club be open for inspection by the City at any time.

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